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of India

EXTRAORDINARY

PART I—Section 1

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MINISTRY OF COMMERCE & INDUSTRY

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 29th December 1961

SUBJECT:—*Import of Machine Tools from U.S.A. under the forthcoming D.L.F. Loan—October, 1961—March, 1962 licensing period.*

No. 142-ITC(PN)/61.—Attention of importers is invited to the import policy given for Machine tools in Appendix 11 to the Red Book for October, 1961—March, 1962 licensing period according to which quota licences for import of Machine tools can be granted to established importers on a quota of 20 per cent of half of best year's imports. Applications from actual users can also be considered on an *ad hoc* basis.

2. It has been decided to consider applications for the import of Machine tools falling under Part VI of the I.T.C. Schedule from U.S.A. only under the forthcoming D.L.F. Loan. Applications for import of permissible Machine tools will be considered from the established importers and licences will be granted on a quota of 50 per cent in addition to their entitlement under the normal import policy.

3. Applications for import of Machine tools under the forthcoming D.L.F. Loan will also be entertained from Actual users and they should provide the following information:—

- (a) Details of Industries Act licences held by the party, or of any other authorisation given by Government.
- (b) The total estimated f.o.b. value of the equipment to be purchased in the U.S.A. and the estimated cost of insurance and freight separately.
- (c) Whether any part of the equipment for the completion of the project:
 - (i) has already been installed,
 - (ii) has been covered by import licence, and/or
 - (iii) has to be purchased outside the U.S.A.,Details, particularly values should be given.
- (d) Date by which shipments are expected to be completed.
- (e) The value of output to be achieved from the project and the annual value of raw materials and/or components to be imported.

- (f) Whether arrangements for rupee finance not only to meet the cost of the imported equipment but also for local expenditure have been made.

4. Licences for import of Machine tools under the forthcoming D.L.F. Loan will be granted subject to the terms and conditions set forth in the Appendix to this Public Notice. Licences for import of this item will be issued only on receipt of an intimation from established importers accepting the terms and conditions indicated in the Appendix to this Public Notice.

5. It will also be a condition of the licences issued to established importers that goods will be sold on arrival to Actual users approved by the D.O. (Tools), Development Wing, Ministry of Commerce & Industry. In order to secure such an approval, importers should submit lists of Actual users to whom sales are proposed to be effected, as soon as practicable after obtaining an import licence. The lists should indicate the name(s) and address(es) of the Actual User(s), industry in which engaged and the authority to whom production returns of the particular firm are being normally sent. The importers should send to the D.O. (Tools), Development Wing on the 10th of each month a report on the actual sales effected in the previous month, quoting against each Actual user's name, the approval reference of the licensing authority obtained previously.

6. In making applications for the import of machine tools under the forthcoming D.L.F. Loan, importers may provide for an initial stock of spares upto 10 per cent of the value of the import entitlement; *applications for the import of spare parts will not be entertained separately.*

7. Licences granted for permissible types of Machine tools under the forthcoming D.L.F. Loan will not be valid for import of Cutting tools classifiable under S. No. 20(1), 20(2) of Part II and Precision and measuring tools classifiable under S. No. 21 of Part II of the I.T.C. Schedule. Applications for import of Machine tools under the forthcoming D.L.F. Loan should be superscribed as "Under D.L.F. Loan" and should be made in the usual form and manner to the Development Wing (Tools Directorate), Ministry of Commerce and Industry, Udyog Bhavan, New Delhi, with a copy to the Ministry of Commerce and Industry (Aid Section), Udyog Bhavan, New Delhi so as to reach them by the latest 10th February, 1962.

8. The attention of importers is further drawn to the fact that in the event of non-fulfilment of the conditions mentioned in this Public Notice and those set out in the Appendix and the Annexures thereof, the licences granted under the forthcoming D.L.F. will not be valid for import.

APPENDIX TO PUBLIC NOTICE NO. 42-ITC(PN)/61, DATED 29-12-1961

Terms and Conditions governing the issue of Licences for Raw Materials attached with licence No. ——— Dated ———

(1) The licence will be valid for the import of goods of U.S.A. origin and from the U.S.A. only. The goods to be imported under this licence should, therefore, have their origin in U.S.A., be procured from U.S.A. and must be shipped from U.S.A. ports. All contracts for supply should be entered into with the U.S.A. suppliers only.

(ii) (a) Before placing or agreeing to place any order of \$ 5,000 or more under the licence, the licensee shall fully execute the attached form (Annexure I) titled "Notice to U.S. Business regarding proposed procurement of goods" and shall submit it in triplicate to the Ministry of Commerce and Industry (Aid Section) within 15 days of the receipt of the licence. To the extent possible, specifications according to U.S. standard shall be indicated for all items sought to be imported, and when U.S. specifications are not known full description of the goods should be given. These details should be given in the English language. In the case of reports relating to procurement of proprietary items—i.e., items which are part of an existing plant or are required for the extension of an existing plant, for which orders must be placed on the original supplier, for technical reasons, or machinery and spare parts or items for which the purchaser is a franchised dealer, assembler or processor the importer may apply through the Ministry of Commerce and Industry (Aid Section) to the Chief Loan Operations, South Asia, Agency for International Development Washington—25 D.C., while submitting the report for a waiver of the waiting period stipulated in (c) below.

The importer is cautioned that splitting orders to reduce each order to a value of less than \$ 5,000 for the purpose of evading the requirement for reporting to the D.L.F., Washington, will be a cause for the immediate cancellation of the licence.

(b) The importer shall not place or agree to place any order with the suppliers in an amount exceeding \$5,000 under the import licence until advised by the Ministry of Commerce and Industry.

(c) As required by the Agency for International Development, the importer shall not place or agree to place any order with the suppliers in an amount exceeding \$5,000 under the Import Licence until 30 days have elapsed from the time that the report reaches the Aid Section. In pursuance of this, on submission by the importers of the reports, the importers will be advised by the Ministry of Commerce and Industry the date upto which they shall defer placing final orders. On the expiry of this waiting period and subject to their receiving no further communication from the Ministry of Commerce and Industry the importers may finalise orders with their suppliers.

(iii) The importers shall indicate in their contracts with U.S. suppliers that certain documents have to be submitted by the supplier to the importers; these documents are indicated later, under Annexure II and would have to be submitted by the importers to the Ministry of Finance (Economic Aid Section, New Delhi) for obtaining reimbursement.

(iv) Firm orders must be placed after completion of all formalities on the suppliers by the 31st March, 1962 and the goods shipped by 30th September, 1962 at the latest. Within a fortnight of the placement of orders, a report should be sent to the Ministry of Commerce and Industry supported by the following information/documents:—

- (a) No., date and value of the licence;
- (b) Value of the order placed and accepted by the supplier;
- (c) Name and address of the supplier;
- (d) General description of the equipment to be imported;
- (e) A copy of the order placed on the supplier and of his acceptance.

Any change in the terms of the order should be intimated promptly to the Ministry of Commerce and Industry.

(v) The goods should be procured at reasonable prices which should normally approximate the lowest competitive export market price, quality, time and cost of delivery and other factors considered. The prices at which contracts are concluded by the importer will be subject to check by the Indian Government. Any contracts entered into in violation of the conditions of this paragraph will render the licence liable to cancellation.

(vi) Goods imported under this import licence shall be used only for the purposes for which the import licence is issued and/or in accordance with such conditions as may hereafter be prescribed by Government. The importer shall promptly furnish to the Ministry of Commerce and Industry all relevant information concerning details of purchase and the use of goods obtained under the import licence.

(vii) Goods may be shipped only on Indian and/or U.S. Flag Vessels. It should, however, be ensured that at least 50 per cent of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) is shipped on U.S. Flag Commercial Vessels to the extent such vessels are available at fair and reasonable rates for U.S. Flag Commercial Vessels. Freight charges in respect of goods transported on Indian Flag Vessels shall be payable in rupees.

(viii) Marine insurance may be effected either with U.S. or Indian Insurance Companies. In respect of insurance covered with Indian Insurance Companies insurance premium shall be payable in rupees.

(ix) Claims for deficiency in quality and specifications, for defective goods, short landings, damages, etc. with the suppliers/Steamer companies shall be settled only in dollars, the payment being remitted by the supplier to the concerned Bank for India of the importer. Immediately upon the settlement of such claim the importer should notify the Ministry of Commerce and Industry all the details of such payment. The Indian bank should furnish a certificate that the necessary foreign exchange earned in connection with the settlement of such claim has been received in India. A copy of the report to the Ministry of Commerce and Industry and a copy of the certificate of the Indian Bank should be sent to the Ministry of Finance (Department of Economic Affairs). In addition, a quarterly statement

as in the form enclosed as Annexure VII should be rendered to the Ministry of Commerce and Industry. It is imperative that importers should receive the claims in India and should in no case arrange for their being credited to their accounts, if any, with the suppliers/shipping companies abroad.

(x) The importer shall make arrangement with his suppliers to comply with the requirement regarding marking of the commodities imported as set out in Annexure III.

(xi) The importer shall maintain books and records adequate to identify the items financed under the loan; to disclose their costs and their use or sale, to show the nature and extent of solicitation of prospective suppliers and the basis for the award of the contracts or orders involved; and to indicate the progress in their utilisation. Such books and records shall be maintained until such period as A.I.D. may indicate in the forthcoming loan agreement or the implementation letter.

ANNEXURE I TO PUBLIC NOTICE No. 142-ITC(PN)/61, DATED 29-12-1961

NOTICE TO U.S. BUSINESS REGARDING PROPOSED PROCUREMENT OF GOODS

(1) D.L.F. Number and Date of Loan Agreement.

(2) Name of Borrower President of India.

(3) Name and Address of Purchaser (if different from Borrower).

(4) Description of proposed purchase, with specifications stated in terms of U.S. standards, giving sizes, quantities, basis of quotation (e.g., whether quotations are to be on FAS Port of Exit, C&F, or other basis) etc., and indicating any special conditions applicable to the purchase. Where description does not include details needed by suppliers to prepare quotations, the purchaser will indicate the address in the U.S. or abroad where such detail is available. The phrase "with specifications stated in terms of U.S. standards" means: expressed in terminology which is readily understandable by U.S. commercial trade and which will enable U.S. suppliers to submit quotations without further interpretation.

(5) Purchaser's Number, if any.

(6) Quotations will be accepted until _____ (date).

(7) Cabled quotations will () will not () be accepted. If yes, give cable address.

(8) Shipment date, if set.

Approved.

(Name of Purchaser)

(Authorized Representative)

Ministry of Commerce and Industry.

The importers shall submit to the Commerce and Industry Ministry, with copy endorsed to the Ministry of Finance (Department of Economic Affairs) quarterly reports for each calendar year giving details of (i) procurement and utilisation and (ii) Ocean shipping in the forms attached as Annexures IV, V and VI to this Public Notice. These reports shall be submitted within ten days after the expiry of the quarter under report.

(xii) The importer should apprise the suppliers of any special provisions in the import licences which effect the suppliers in carrying out the transaction.

(xiii) It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the importers and suppliers.

(xiv) The importer shall promptly comply with any directions, instructions or orders issued by Government regarding any and all matters arising from or pertaining to the import licences and for meeting the obligations under the agreement.

(xv) The licensees should sell goods to actual users and should furnish lists of such actual users to the Development Wing of the Ministry of Commerce and Industry, if and when called upon to do so.

ANNEXURE II TO PUBLIC NOTICE No. 142-ITC(PN)/61, DATED 20-12-1961

DOCUMENTS REQUIRED FROM SUPPLIERS

For cost of goods including costs of freight and/or marine insurance where the supplier pays such costs either for his own or the buyer's account:

- (1) One copy (or photostat) of the suppliers' detailed invoice showing quantity, description, gross sales price, net sales price (after deducting all discounts and purchasing agents' commissions applicable) basis of delivery (e.g., F.O.B. vessel, F.A.S.) of the goods or services, and either
 - (a) Marked "paid" by the supplier, or
 - (b) Endorsed by, or accompanied by a certificate of an officer of a banking institution indicating that payment has been made in the amount shown in the invoice.

(Where the suppliers' detailed invoice covered cost of ocean freight only, such invoice shall be executed by the supplier of the ocean freight and shall indicate instead of the quantity, description, sales prices and basis of delivery indicated above, the vessel, flag and the dollar and/or local currency cost of ocean freight and related transportation charges and either (a) marked "paid" by the supplier of the ocean transportation or (b) endorsed by, or accompanied by a certificate of, an officer of a banking institution indicating that payment has been made in the amount shown on the invoice, if the bill of lading [required by sub-paragraph 4(a) of this paragraph] meets the requirements of this sub-paragraph no invoice is required).

- (2) In the case of goods shipped from a free port of bonded warehouse, the suppliers should endorse on, or attach to, the copy (or photostat) of the supplier's invoice, a statement indicating:
 - (a) Shipment from either a free port or bonded warehouse, in accordance with the facts; and
 - (b) the country or areas from which the goods were shipped into such free ports or bonded warehouse.
- (3) Evidence of shipment:
 - (a) *Bill of lading or substitute.*—One copy (or photostat) of ocean or charter party bill of lading, or airway bill, or parcel post receipt.
 - (b) *Bank certificate for shipments from United States.*—In the case of any commodity shipped from the continental United States (excluding Alaska) a certificate from the banking institution to the effect that it has been informed by the Approved Applicant or supplier that the sale is on an F.O.B. or F.A.S. basis and it is impracticable to furnish an ocean or charter party bill of lading, airway bill or parcel post receipt, and that either:
 - (i) *Shipment document sent by bank.*—The banking institution has received a common carrier bill of lading, warehouse receipt, mate's receipt, master's receipt, deck receipt or domestic parcel post receipt (if in non-negotiable form showing that the commodity has been consigned to or is being held for a person or organization designated by the approved applicant); it has delivered or sent the same, in accordance with the instructions of the approved applicant to a person or organization designated by the approved applicant; and it has in its possession a written undertaking of such person or organization (1) to arrange for ocean shipment and to deliver to the banking institution a copy (or photostat) of the ocean or charter party bill of lading, airway bill, or parcel post receipt or (2) if unable to arrange for ocean shipments within 90 days of the date of the undertaking to deliver to the banking institution a common carrier bill of lading or warehouse receipt in negotiable form for the commodity; or
 - (ii) *Shipment document held by bank.*—The banking institution has received a common carrier bill of lading or warehouse receipt in negotiable form, and is in possession of the bank; it has been unable to deliver the same to a person or organization designated by the approved applicant against the written undertaking described (i) of this sub-division, and it is holding the negotiable common carrier bill of lading or negotiable warehouse receipt

except that if it becomes possible before any such instructions are received, it will proceed in accordance with (i) of this sub-division.

- (4) Three copies of the "Supplier's Certificate" and "Invoice—and Contract Abstract" in the annexed form (Annexure VIII) signed by a responsible official of the supplier, covering the following:—
 - (a) the cost of the commodity, including the costs of ocean freight and/or marine insurance including war risk insurance when such costs are paid by the supplier for his own or the buyer's account to be executed by the supplier of the commodity.
 - (b) The cost of marine insurance including war risk insurance to be executed by the insurer, insurance broker, or underwriter.
 - (c) The cost of ocean freight to be executed by the ocean carrier.
- (5) Such additional or substitute documentation as may be specified.

ANNEXURE III TO PUBLIC NOTICE No. 142-ITC(PN)/61, DATED 29-12-1961

Marking requirements

(i) Goods must carry an emblem designed for this purpose. This identification shall be affixed by metal plate, decalcomania, stencil label tag, or other means depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trade mark or company or brand name affixed by the producer, the emblems on the shipping containers must be legible until they reach the consignee.

Size of emblem.—The size of the emblem may vary depending upon the size of the commodity, package or shipping container to be marked, but must be large enough to be clearly visible at reasonable distance.

(ii) Exception to the requirement.

Raw materials (including grain, coal petroleum, oil and lubricants) shipped in bulk, vegetable fibres packaged in bales, and semi-finished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section.

(iii) The following guidance and interpretation is provided to ensure uniformity of interpretation by suppliers:

- (a) *Buildings, structures and major items of equipment confined to one site.*—A metal plate bearing the emblem is to be affixed in a suitable location on each structure, or emblems may be painted directly on to the structure, using good quality outdoor paints. The emblem to be applied to major items of equipments not confined to one site (such as automotive vehicles, rail road cars and engines, vessels, dredges, bulldozers, graders, etc.) by means of waterproof paints or metal plates.
- (b) *Other items and packaged goods.*—Each item or shipping container will carry an emblem of the largest practicable size but at least as large as the suppliers' name or trade mark.
- (iv) A list of U.S. suppliers of Official Emblems is attached.

The importer shall instruct his suppliers to comply with these requirements.

DEVELOPMENT LOAN FUND

List of U. S. Suppliers of Official Emblem

The following firms have indicated that they stock this emblem in one form or another, or will produce it on order. This list is not to be regarded as restrictive in any way since obviously similar items can be produced by additional firms which are not known to this office. The names of such firms will upon request be added to subsequent lists.

- | | |
|---|--|
| <p>Lasalle Street,
Chicago 2, Illinois 2530-18th St., San
Francisco 10, 606S. Hill St., Los Angeles
14.</p> | <p>Stocks emblem in wide range of sizes, following forms labels; decals; aluminium foil; tags; stencils; shipping cards; adhesive tapes; stainless steel plates & aluminium plates, emblem etched; colored enamels overlaid and baked.</p> |
| <p>Unz & Company, Inc. 24 Beaver Street, New
York 4, New York.</p> | <p>Stocks emblem in wide range of sizes following forms; labels; decals; tags; stencils; shipping cards; aluminium plates emblem lithographed and baked varnished.</p> |

John Hughes Company 6119 Chillum Place, N.E. Washington 11, D.C.	Stock in various sizes; oil board stencils; adhesive tapes in rolls; hand duplicator; prings 2-color emblem at one application; labels.
North Shore Nameplate, Inc. Bank of Man- hattan Building Bayside 61, New York	Stocks pressure sensitive waterproof tape die cut emblems on dispenser cards; pressure-sensitive etched anodized aluminium foiled emblems, plastic tags.
Algene Marking Equipment Co. 232 Palisade Avenue Garfield, New Jersey.	Stock hand stamps which apply emblem in 2 colors,, PA number and country, all at one application.
Harlson and Company 39 East 21st Street, New York 10, New York.	Furnish plastic tags from stock.
Denney Tag Company West Chaster, Pennsyl- vania.	Will produce tags only, of tag board and tag cloth' regular or wet strength, single or double eyelet'
U. S. Tag & Ticket Co., 2217 Robb Street, Baltimore 18, Maryland.	Will produce tags only—similar to above.
Nie-Brite Sign Co. 140 James Street, Bridge- port 4, Connecticut.	Emblems for packing cases, 24"×30" durable also "Scotchcal" emblems, variety of sizes, both types pressure sensitive, require adhesive activator which is furnished with emblems.
American Decalcomania Co., 15th & New York Ave., NW, Wash 5 DC 4334 W. Fifth Ave., Chicago, 24, Ill.	Decals of various types, applied by water, cement, heat, solvent, or Pressure.
Mc. Greger Werner, Inc. 1040 Connecticut Ave., N.W. Washington 9, D.C.	Aluminium foil emblems, labels, decals and shipping tags suppliers from stock, other items on order.
Kamuagraph Company Wilmington 99, Dela- ware.	Various heat transfer types for use on cloth, metal or paper.
Jackmayer Label Corporation 855 Avenue of the Americas New York 1, New York.	Various heat transfer types for use on cloth, metal or paper.
Chase Bag Company 309 W. Jackson Blvd. Chicago 6, Illinois.	Bags; Burlap Cotton, Heavy duty paper, multi-wall, open mesh, canvas, etc., any size, with emblem printed in required colors.
Bemis Bros. Bag Co. Second Ave., & 51st Street, Brooklyn 32, New York.	Items similar to those in preceding listing.
Fulton Bag & Cotton Mills Post Office Box 198, New Orleans, 3 Louisiana.	Items similar to those in preceding listing.
Atlantic Bag Company 429 S. Fifth Street, Brooklyn 11, New York.	Items similar to those in preceding listing.
Superior Bag and Burlap Co. 258 Browning Street, Norfolk, Virginia.	Items similar to those in preceding listing.
Consolidated Bag Co. 3435 Melvale Street, Philadelphia 24, Pennsylvania.	Items similar to those in preceding listing.
Maz Katz Bag Company 312 S. New Jersey Street, Indianapolis 4, Indiana.	Items similar to those in preceding listing.
Cupples Hesse Corpn., 4175 N. Kingshighway Blvd., St. Louis 15, Missouri.	Will supply tags on order.
Filman Labels, Inc. 1122 Vermont Ave., N.W., Washington 5, D.C.	Will produce labels, tags and decals, on order.
Aetna Decal, & Process Corpn. 1023 Clinton Street, Hoboken, New Jersey.	Will supply decals, on orde.
Decalcomania Mfg. Co. 10341 Venice Blvd. Los Angeles 34, Calif.	Will furnish decalcemanias and Scotchlite. Reflective emblems from stock.
Weco Press 785 Blake Avenue Belleville 9, New Jersey.	Will furnish labels (gummed or ungummed) on order.
Georg J. Mayar Co. Inc., 546 B. Market Street, Indianapolis, Indiana.	Makes Metal emblems, on order only.
American Emblem Co. Inc. P.O. Box 116, Utica 1, New York.	Makes metal emblems, on order only.
J. Ashton Green & Assoc. P.O. Box 2981 Cus- tom House, New Orleans, Louisiana.	Labels stickers, tags etc. from stock.

Walcott 214 S. Spring Street, Los Angeles 12, Calif.	Supplies paper labels, various sizes from stock.
Miller Dial and Wame Plato Co. 4400 N. Temple City Blvd. BI Monte, California.	Will furnish metal foil emblems, or heavier type to order only.
Cleveland Metal Specialities Co. 1753, East 21st Street, Cleveland 14, Ohio.	Will produce metal emblems to order only.

ADDENDUM TO LIST OF U.S. SUPPLIERS OF OFFICIAL EMBLEMS

Dashew Business Machines, Inc. 1145 Nineteenth St. N.W. Washington 6, D.C.	Alloyed aluminium tags and plated in a variety of sizes.
Morse Decals, Inc. 1215 E. 14th Street, Los Angeles 21, Calif.	Heavily pigmented, silk-screened, water amount decals, on order.
Lehman Printing and Litho Co., 300 Second Street, San Francisco, Calif.	Will produce labels only, on order.
Mark Amdy, Inc. 145 Grand Avenue Street, Louis 22, Missouri.	Will produce perforated pressure sensitive type in rolls, on order.
Milmar Lithograph 1151 Folsom Street, San Francisco 3, Calif.	Supplies paper labels; Small Sizes, ungummed, from stock other sizes on order.
United Dacalcomania Co. Inc. 613, N. Milwaukee Ave., Chicago 22, Illinois.	Supplies Decals, tags, labels & shipping cards, on order only.
International Tag & Salesbook Co., Washington Bldg. Suit 422 Washington 5, D.C.	Tags of various types and sizes.
International Bag Company 2841 Broadway, New York 25 N.Y.	Bags; Burlaps, Cotton, Heavy duty paper multi-wall, open mesh canvas, etc., any size.
Abacrome Incorporated 455 West 45th Street, New York 36 N.Y.	Furnishes emblem banners for ships.
Robert Lecwenstein 610 West 110 Street, New York 25 N.Y.	Bags; Burlap, Cotton Heavy duty paper, multi-wall open mesh, canvas, etc. any size with emblem printed in required colours.
Amesh Harris Neville Company 2800 Seventeenth Street, San Francisco 10, Calif.	Bags; Burlap, Cotton, Multi-Wall open, mesh, canvas etc., in many sizes carrying the I.C.A. emblems.

ANNEXURE IV TO PUBLIC NOTICE No. 142-ITC(PN)/61 DATED 29TH DECEMBER 1961

RAW MATERIALS

Quarterly Procurement Report for the period.....to.....

Name of the Importer	Orders placed during this period	Cumulative orders placed	Deliveries made during this period	Cumulative deliveries made	Remarks
	\$	\$	\$	\$	
1	2	3	4	5	6

ANNEXURE V TO PUBLIC NOTICE No. 142-ITC(PN)/61 DATED 29TH DECEMBER 1961

RAW MATERIALS

Shipping Statement

Shipments from United States during the Quarter ending.....

Shipments on U. S. Flag Vessels

Date of Report

Invoice No. & Date	Name of Vessel and Flag	Port of Exit	Port of Destination	Selling or Bill of Lading Date	Description of Cargo	*FOB Value of Cargo	Gross L.T. Weight	*Cost of Ocean Freight
1	2	3	4	5	6	7	8	9

TOTAL

*Expressed in U.S. Dollar Equivalents.

ANNEXURE VI TO PUBLIC NOTICE No. 142-ITC(PN)/61 DATED 29TH DECEMBER 1961

RAW MATERIALS

Shipping Statement

Shipments from United States during the Quarter ending.....

Date of Report

Shipments on Non-U.S. Flag Vessels

Invoice No. and Date	Name of Vessel and Flag	Port of Exit	Port of Destination	Sailing or Bill of Lading date	Description of Cargo	*FOB Value of Cargo	Gross L.T. Weight	*Cost of ocean Freight
1	2	3	4	5	6	7	8	9

ANNEXURE VIII TO PUBLIC NOTICE NO. 142-ITC(PN)/61, DATED 29-12-1961.

Development Loan Fund Supplier's Certificate

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the underlying contract is to be paid out of funds made available by the United States under the Mutual Security Act, as in effect on the date hereof, and further certifies and agrees with the Development Loan Fund (DLF) as follows:—

- (1) The supplier is entitled under said contract to the payment of the sum claimed and he will promptly make appropriate refund to DLF upon request of the Development Loan Fund in the event of his non-performance, in whole or in part, under said contract, or for any breach by him of the terms of this certificate.
- (2) Adjustment refunds or credits arising out of the terms of the contract of the customs of the trade shall be made direct to the buyer, but the supplier will promptly notify the Development Loan Fund concerning any such adjustment refunds or credits, so that the Development Loan Fund may obtain appropriate refund from the borrower. If an adjustment results in an additional charge to the purchaser, the supplier will promptly notify the Development Loan Fund of such additional charge.
- (3) If the said contract is on a C&F (cost and freight) or a CIF (cost, insurance and freight) basis, the supplier is entitled to payment of any ocean freight charges included in the sum claimed. The Supplier is entitled to payment of any ocean marine insurance premium charges included in the sum claimed.
- (4) The supplier is the producer, manufacturer, processor, or exporter of, or a regular dealer in, the commodity, or furnishes the service covered by said contract and has not employed any person to obtain said contract under any agreement for a commission, percentage, or contingent fee, except to the extent, if any, of the payment of a commission to a *bona fide* established commercial or selling agent employed by the supplier as disclosed on the reverse of this form.
- (5) The supplier has not given or received and will not give or receive by way of side payment, "kickbacks", or otherwise, any benefit in connection with said contract except as is disclosed on the reverse of this form, or as in the result of the adjustments referred to in Paragraph 2.
- (6) If the supplier is the producer, manufacturer or processor of a commodity, said contract is not a cost plus a percentage of cost contract.
- (7) The supplier further certifies that to the best of his information and belief the purchase price does not exceed the export market price in the source country prevailing at the time of purchase.
- (8) The supplier further certifies that (a) the purchase price does not exceed the price charged by him in a comparable sale of the same or a similar commodity, (b) he has allowed all discounts, including discounts for quantity purchase and prompt payment, customarily allowed his other customers similarly situated.
- (9) If the supplier furnishes only a service, he shall not be deemed to certify to paragraphs 7 and 8 but instead certifies that the rate indicated on the reverse of this form for the service rendered does not exceed the prevailing rate, if any, for similar services, or the rate paid to the supplier for similar services by other customers similarly situated.
- (10) The supplier has filled in the applicable portions of the invoice-and-contract abstract on the reverse hereof, certifies to the correctness of the information shown therein, and will furnish promptly to the

Development Loan Fund at its request such additional information in such form as the Development Loan Fund may require concerning price or any other details of the purchase.

Date

AUTHORIZED SIGNATURE (SEE INSTRUCTIONS).

TITLE

Place executed (City, State, Country)

NOTE.—(a) Any amendments, deletions of applicable provisions, or substitutions will invalidate this certificate, (b) False statements herein are punishable by United States Law (c) The word "Duplicate" must be written after signature on all signed copies other than the original.

*Invoice and contract abstract**Invoice Information*

1. Loan Number	2. Invoice Amt. after discount	3. Source Country	4. Gross Long Tons				
5. Vessel Name	Bulk	Berth	Tanker	6. Flag	7. Port of Exit	8. Date B/L	
9. Commodity or Service in English	10. Invoice Date	11. Quantity	12. Quantity Unit	13. Unit price	14. Shipping terms		
15. Supplier's name, Address	16. Class of Supplier (check one) Manufacturer, Producer, or Processor Primary seller Merchant Exporter or other Secondary seller			17. Importer's name and Address			

Information as to Agent's Commissions, Domestic and Foreign

18. Names of Agents	19. Addresses	20. Commissions in invoice Amt. paid or to be paid \$ \$ \$
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Contract and Price Information

21. Contract Date	22. Contract Shipping Terms	23. Contract Amount	24. Contract Quantity	25. Contract Unit Price
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SUBJECT:—*Grant of additional licences to established importers for import of Spare parts for agricultural tractors and or tractor drawn agricultural implements [S. No. 74(iii)/V]—October, 1961—March, 1962 licensing period.*

No. 143-ITC(PN)/61.—Attention of importers is invited to remark (7) against S. No. 74(iii)/V in Section II of the current Red Book which provides for grant of additional licences for this item to established importers on an *ad hoc* basis.

2. On a review of the position it has been decided to substitute remark (7) by the following remark:—

“(7) Additional licences will be granted to established importers on an *ad-hoc* basis on evidence being furnished that they have fully or substantially utilised their quota licences for S. No. 74(iii)/V issued during April—September, 1960 or April—September, 1961”.

K. T. SATARAWALA,
Chief Controller of Imports & Exports.